

MEMORANDUM OF UNDERSTANDING

ON COOPERATION AND STUDENT EXCHANGE BETWEEN

THE SCHOOL OF LAW OF

THE QUEEN'S UNIVERSITY OF BELFAST

AND

UNIVERSITY OF MASSACHUSETTS, LOWELL

COLLEGE OF FINE ARTS, HUMANITIES AND SOCIAL SCIENCES

The School of Law of The Queen's University of Belfast, hereinafter referred to as 'QUB', and University of Massachusetts, Lowell, College of Fine Arts, Humanities and Social Sciences, hereinafter referred to as 'UMass, Lowell', are considering their common interest in promoting mutual cooperation in the area of education and research. Both parties, therefore, wish to expand the basis for friendship and cooperative educational exchange, and have set forth the following Memorandum of Understanding (MOU).

TERMS

Article 1: Purpose

The purpose of this MOU is to develop academic and educational cooperation on the basis of equality and reciprocity, to promote relations and mutual understanding between both universities, namely QUB and UMass, Lowell and, primarily, to collaborate in the teaching of students between the UMass, Lowell and the School of Law at The Queen's University of Belfast.

Article 2: Scope of the Cooperation

Both parties undertake to promote and develop academic cooperation as follows:

- 2.1 Exchange of students, who are registered for taught programmes, whether at the undergraduate or postgraduate level, with the express recognition that law students from the UMass, Lowell may register for Masters or undergraduate modules as appropriate running in the relevant academic year in the School of Law at QUB.
- 2.2 Exchange of academic staff, if appropriate, and hosting of academic visits as mutually agreed.
- 2.3 Cooperation in research and the presentation of its results.
- 2.4 Exchange of academic materials, publications and other scientific information.
- 2.5 Other educational and academic exchanges to which both universities agree.

Article 3: Financial Arrangement

- 3.1 Both parties agree that all specific arrangements and plans for activities are to be negotiated and are dependent on the availability of funds.
- 3.2 Both parties agree to seek financial support from national and international organizations for the cooperative activities to be undertaken as stated under the terms of this MoU.

Article 4: Student Exchange

- 4.1 Each university will select the students for the exchange from its own institution according to published criteria and procedures.
- 4.2 Each university reserves the right to reject the candidates proposed for the exchange by the other university on reasonable academic grounds. The normal academic entry requirement for exchange students going to QUB is a Cumulative GPA of 3.0. Students whose native language is not English will be required to meet the QUB English language entry requirements.
- 4.3 It is anticipated that each year an approximate equal number of students from each university will participate in the exchange. The number of students to be admitted to the programme each year will be a maximum of two (2) per semester at each university with the understanding that an individual student can remain for the full academic year (but would be counted each semester as one of the two allowed students per semester). Modification in the number of students may occur following consultation and mutual agreement during the term of this exchange agreement.
- 4.4 Students from both universities will register in their university of origin, but will enjoy all the privileges accorded to students at the host institution.
- 4.5 Students from both universities must have their course selections approved by their home department and appropriate academic authority in order to obtain transfer of credit towards their degrees.
- 4.6 The host institution will not require students to take courses beyond those agreed to in Point 5 above, subject to the possible requirement of a limited number of non-credit orientation and skills classes.
- 4.7 All arrangements shall be negotiated in each case between the individual student and the Exchange Programme Coordinator at the home university.

Article 5: Student Fees

- 5.1 Students will pay tuition fees and ancillary fees to the home university and will be responsible for their own travel and subsistence expenses.
- 5.2 Visiting students will not be charged tuition fees by the host institution but may be required to (or may elect to) pay ancillary fees at the same level of the host's own students (for example, for on-campus health services, a bus pass, and/or intercollegiate and intramural sports) as listed in the calendars of each institution.

Article 6: Programme Coordination

Each university will nominate a Programme Coordinator to ensure that the study proceeds according to this plan and to ensure that the terms of this exchange agreement are carried out. Each institution may name a successor to, or replacement of, its Coordinator. Each Programme Coordinator will ensure that the partner institution has available to it all information appropriate to the promotion of the programme.

Both Institutions agree to keep in regular contact through their respective exchange offices and to report progress or other specific information as requested.

Article 7: Assistance to Exchange Students

Each institution, agrees to accept visiting students within the limitations of this Agreement, and will:

- 7.1 Assist students (to the extent of advising students regarding the availability of university housing) to find living accommodation and to become integrated into their new social environment, but such assistance shall not include financial assistance;
- 7.2 Provide suitable working and study space for visiting students, comparable to the space provided for its own students.
- 7.3 Provide for participation in an orientation programme which will be arranged for visiting students where matters such as health, personal safety and security, and emergency procedures will be brought to the attention of the exchange student including emergency numbers as would be provided to other registered students of the host institution. Each institution agrees to comply with health and safety law that is relevant to students. The host institution will provide adequate resources, training and supervision such that students are not subjected to unreasonable risks to health and safety.

Article 8: Insurance

The institutions party to this Agreement acknowledge that they do not provide visiting students with medical or hospital or personal property insurance. Each institution should provide advice to visiting students on their needs as to insurance and social, medical, and housing services.

Exchange students coming to QUB should purchase the required University of Louisville health insurance plan. Students attending QUB for a full academic year will be required to register with the UK National Health Service after arrival.

Article 9: Visas

Exchange students will be responsible for ensuring they fulfil the immigration requirements of the country they are visiting before arrival. Each host university will provide prospective incoming exchange students with relevant information on visa and immigration regulations.

Article 10: Duration and Amendment of Agreement

This Agreement shall be in force and be binding upon the parties hereto for a period of three years from the date of this Agreement, and is renewable. This Agreement may be amended prior to the expiration of the foregoing period only by written mutual consent.

Article 11: Termination / Review Clause

- 10.1 This MOU shall take effect from the date of its signing and be valid for the duration of three (3) years from that date. It will be reviewed by both parties no later than six months before the end of the MOU.
- 10.2 This MOU may be terminated by either party by written notice at least six (6) months in advance. Such notice of termination will not interfere with cooperative programmes currently underway. Such programmes will be allowed to continue until their conclusion.

Article 12: Equal Opportunity

- 11.1 Both institutions subscribe to the policy of Equal Opportunity and will not discriminate on the basis of race, sex, sexual orientation, age, ethnicity, religion, or national origin. Both institutions shall abide by these principles in the administration of this Agreement and neither institution shall impose criteria for the exchange of students which would violate the principles of non-discrimination.

Article 13: Publicity and Powers

- 12.1. Neither party may use the other's logo or name without the other's written consent.
- 12.2. Except for communication of students' rights of Advanced Standing neither party has power to make any representation or commitment on behalf of the other without the other's written consent.
- 12.3. Neither party shall have the authority to bind the other. Neither party shall constitute the agent or legal partner of the other.
- 12.4. The parties shall agree to a promotion strategy for the UMass, Lowell Programme and the Queen's Programme.

Article 14: General

- 13.1. This Agreement does not create any third party rights and no third party may rely upon any provision of this Agreement.
- 13.2. Where consent or notice is required under this Agreement it may only be given and received by either nominated Representative.
- 13.3. Neither party may assign, transfer or sub-contract its commitments under this Agreement.

IN WITNESS WHEREOF the parties have hereto set their corporate seals over the hands of the proper officers, this (insert date.)

The details of this agreement are to be decided by further consultation between the two institutions.

This MOU is prepared in English and two (2) original copies of this MOU are produced. Both copies are authentic. As witness to their consent this MOU, the appropriate authorities hereunto provide their signatures:

THE QUEEN'S UNIVERSITY OF BELFAST UNIVERSITY OF MASSACHUSETTS

Professor Tom Millar

Chair, Collaborative Provision Group

Vice-Provost

Date: _____

Date: _____